



**Montana Fish,
Wildlife & Parks**

STATE OF MONTANA INVITATION FOR BID (IFB) (THIS IS NOT AN ORDER)

IFB Number: 100067	IFB Title: Flathead River Insect Study
IFB Due Date and Time: November 2, 2009 2 p.m., Local Time	Number of Pages: 20

ISSUING AGENCY INFORMATION

Procurement Officer: Rick Dorvall	Issue Date: 9/25/09
Fish, Wildlife and Parks Purchasing Department 930 Custer Ave. West (Delivered) P.O. Box 200701 (Mailed) Helena, MT 59620-0701	Phone: (406) 495-3249 Fax: (406) 495-3253 TTY Users, Dial 711 Website: http://gsd.mt.gov/

INSTRUCTIONS TO BIDDERS

COMPLETE THE INFORMATION BELOW AND RETURN THIS PAGE WITH YOUR BID AND ANY REQUIRED DOCUMENTS TO THE ADDRESS LISTED ABOVE UNDER "ISSUING AGENCY INFORMATION."	Mark Face of Envelope/Package: IFB Number: 100067 IFB Due Date: 11/2/09
	Special Instructions: See Minimum Qualification on Page 12

BIDDERS MUST COMPLETE THE FOLLOWING

Payment Terms: Net 30 days	Delivery Date:
Bidder Name/Address:	Authorized Bidder Signatory: (Please print name and sign in ink)
Bidder Phone Number:	Bidder FAX Number:
Bidder E-mail Address:	Bidder Federal Tax ID#:

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

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Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related

accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>.

REDUCTION OF FUNDING: The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain

the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

Revised 2/09

SECTION 1: GENERAL REQUIREMENTS

1.0 INTRODUCTION

The STATE OF MONTANA, Department of Fish, Wildlife and Parks (FWP) (hereinafter referred to as “the State”) is soliciting bids to analyze data on insects recently collected along the Flathead River and compare these new results with the results of three previous studies. A more complete description of the services sought is provided in Section 3 of this IFB. Bids submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 CONTRACT TERM

The period of performance for this contract will begin on or about November 15, 2009 and end June 30, 2010.

1.2 INSTRUCTIONS TO BIDDERS

1.2.1 Procurement Officer Contact Information. Contact information for the procurement officer is as follows:

Procurement Officer: Rick Dorvall
Address: 930 Custer Ave. West (Delivered)
PO Box 200701 (Mailed)
Helena MT 59620-0701
Telephone Number: (406) 495-3249
Fax Number: (406) 495-3253
E-mail Address: rdorvall@mt.gov

1.2.2 Examination of Solicitation Documents and Explanation to Bidders. Bidders are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder. Should the bidder find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the bidder shall promptly notify the Procurement Officer in writing. The bidder making such request will be solely responsible for its timely receipt by the Procurement Officer. Replies to such notices may be made in the form of an addendum to the solicitation.

1.2.3 Understanding of Specifications and Requirements. By submitting a bid in response to this IFB, bidder agrees to an understanding of and compliance with the specifications and requirements described in this IFB.

1.2.4 Prime Contractor/Subcontractors. The lowest responsive and responsible bidder will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the bid response. The State reserves the right to approve all subcontractors. The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this IFB shall create any contractual relationships between any subcontractor and the State.

1.2.5 Interpretation or Representations. The State of Montana assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.

1.2.6 Acknowledgment of Addendum. If the IFB is amended, then all terms and conditions which are not modified remain unchanged. It is the bidder's responsibility to keep informed of any changes to the solicitation. **Bidders must sign and return with their bid an Acknowledgment of Addendum for any addendum issued.** Bids that fail to include an Acknowledgment of Addendum may be considered nonresponsive.

1.2.7 Extension of Prices. In the case of error in the extension of prices in the bid, the unit price will govern. In a lot bid, the lot price will govern.

1.2.8 Bid Preparation Costs. The costs for developing and delivering responses to this IFB are entirely the responsibility of the bidder. The State is not liable for any expense incurred by the bidder in the preparation and presentation of their bid or any other costs incurred by the bidder prior to execution of a purchase order or contract.

1.3 BID SUBMISSION

1.3.1 Bids Must Be Sealed and Labeled. Bids must be sealed and labeled on the outside of the package to clearly indicate that they are in response to IFB #100067. ***Bids must be received at the receptionist's desk of the FWP Purchasing Office prior to 2 p.m., local time, 11/2/09.*** All prices and notations must be printed in ink or typewritten. Errors should be crossed out, corrections entered, and initialed by the person signing the bid.

1.3.2 Late Bids. ***Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration.*** It shall be the bidder's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late bids will not be opened and may be returned to the bidder at the expense of the bidder or destroyed if requested.

1.3.3 Bidder's Signature. The solicitation must be signed in ink by an individual authorized to legally bind the business submitting the bid. The bidder's signature on a bid in response to this IFB guarantees that the offer has been established without collusion and without effort to preclude the State of Montana from obtaining the best possible supply or service.

1.3.4 Alternate Bids. Vendors may submit alternate bids (a bid on supplies other than specified). Alternate bids are considered only if the vendor is the lowest responsible vendor on their primary bid. Bids must be clearly identified as "Primary" and "Alternate."

1.4 CHANGE OR WITHDRAWAL OF BIDS

1.4.1 Change or Withdrawal PRIOR to Bid Opening. Should any bidder desire to change or withdraw a bid prior to the scheduled opening, the bidder may do so by making such request in writing to the Procurement Officer listed in Section 1.2.1 above. This communication must be received prior to the date and hour of the bid opening by a request in writing or facsimile to the procurement officer (e-mail notices containing prices are not allowed and will be disqualified).

1.4.2 Change AFTER Bid Opening But Prior to Bid Award. After bids are opened, they may not be changed except to correct patently obvious mistakes and minor variations as allowed by ARM 2.5.505. The bidder shall submit verification of the correct bid to the State prior to the final award by the State.

1.5 BID AWARDS

1.5.1 Basis for Award. Bid award, if made, will be to the responsive and responsible bidder who offers the lowest cost to the State in accordance with the specifications set forth in the invitation for bid.

1.5.2 Rejection of Bids. While the State has every intention to award a contract as a result of this IFB, issuance of the IFB in no way constitutes a commitment by Fish, Wildlife & Parks to award and execute a

contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- Cancel or terminate this IFB (18-4-307, MCA);
- Waive any undesirable, inconsequential, or inconsistent provisions of this IFB which would not have significant impact on any bid (ARM 2.5.505); or
- If awarded, terminate any contract if the State determines adequate state funds are not available (18-4-313, MCA).

1.5.3 Request for Documents Notice. Upon concurrence with the State's recommendation for contract award, the Procurement Officer will issue a "Request for Documents Notice" to the apparent low bidder to obtain the required insurance documents, contract performance security, an electronic copy of any requested material, i.e., response to clarification questions and/or Best and Final Offer, and any other necessary documents. Within ten (10) days of receipt of that notification, the bidder shall provide all required documents to the Procurement Officer. Receipt of the "Request for Documents Notice" does not constitute a contract and no work may begin until a contract signed by all parties is in place and notice to proceed is issued. After documents are received and confirmed acceptable, two copies of the contract will be sent to the contractor for execution. Contractor will sign and date both and return to Procurement Officer. After receipt of fully executed contracts, the FWP Project Officer will issue one complete contract, no work shall be performed prior to receipt of fully executed contract.

1.5.4 Contract Award. Contract award, if any, will be made to the lowest responsive and responsible bidder who offers the lowest cost to the State and who provides all required documents and successfully completes contract negotiation (if any). A formal contract utilizing the Contract attached as Appendix A and incorporating the Standard Terms and Conditions as included with the IFB will be executed by all parties.

1.6 STATE'S RIGHT TO INVESTIGATE AND REJECT

The State may make such investigations as deemed necessary to determine the ability of the bidder to provide the supplies and/or perform the services specified. The State reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the State that the bidder is properly qualified to carry out the obligations of the contract. *This includes the State's ability to reject the bid based on any negative references.*

SECTION 2: SPECIAL TERMS AND CONDITIONS

2.0 PREFERENCE NOT APPLIED

Reciprocal preference will not be applied to this purchase because federal funds are involved (ARM 2.5.408).

2.1 MEETINGS

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

2.2 COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with the sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status. Neither the Contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, upon expiration.

2.3 INSURANCE REQUIREMENTS

2.3.1 General Requirements. The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

2.3.2 Primary Insurance. The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

2.3.3 Additional Insured Status. The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

2.3.4 Specific Requirements for Automobile Liability. The Contractor shall purchase and maintain coverage with split limits of \$100,000 per person (personal injury), \$200,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage),

2.3.5 Additional Insured Status. The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, hired, or borrowed by the Contractor.

2.3.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, and volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

2.3.7 Certificate of Insurance/Endorsements. Insurance must be placed with an insurer with a Best's rating of no less than A-. The certificate must also include the State's solicitation number. This insurance must be maintained for the duration of the contract. The State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, must receive all required certificates and endorsements within 10 days from the date of the Request for Documents notice before a contract or purchase order will be issued. Work may not commence until a contract or purchase order is in place. The Contractor must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

2.4 CONTRACTOR PERFORMANCE ASSESSMENTS

The State may conduct assessments of the Contractor's performance. This contract may be terminated for one or more poor performance assessments. The Contractor will have the opportunity to respond to poor performance assessments. The State will make any final decision to terminate this contract based on the assessment and any related information, the Contractor's response, and the severity of any negative performance assessment. The Contractor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

2.5 TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated for any reason, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the State terminates a project or this contract for cause, then the State will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said termination.

2.6 CONTRACT TERMINATION

2.6.1 Termination for Cause. The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

2.6.2 Reduction of Funding. The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this contract in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

SECTION 3: SPECIFICATIONS AND PRICING SCHEDULE

3.0 SPECIFICATIONS

The contractor shall provide the full range of labor, equipment and materials necessary to analyze and compare data from the insect studies in accordance with information contained in this section and throughout the IFB. All work will be performed to technical specifications provided and to the requirements as determined by FWP liaison providing oversight.

OVERVIEW

The purpose of this investigation is to directly compare recent insect samples of macrozoobenthos from the Flathead River with previous results to determine how the benthic insect community has changed since selective withdrawal temperature control was retrofit on Hungry Horse Dam in 1996. Montana Fish Wildlife & Parks is repeating this investigation, using identical methods and sampling locations as were used in previous studies by Perry et al. (1984), Hauer et al. (1994) and Cavigli (2007).

SCOPE OF WORK

Contractor Responsibilities:

- Communicate with Flathead Lake Biological Station to assist FWP to obtain data sets from Hauer et al 1994 and Perry 1984 for use in comparative analysis.
- As noted below in FWP responsibilities, FWP will perform data entry necessary to provide the Contractor with electronic databases. The Contractor will perform subsequent data management necessary for quality assurance and organization for computer analyses.

References:

Perry, S.A. 1984. Comparative ecology of benthic communities in natural and regulated areas of the Flathead and Kootenai Rivers, Montana. PhD Dissertation, North Texas State University, Denton, Texas.

Hauer, F.R., J.T. Gangemi, and J.A. Stanford. 1994. Long term influence of Hungry Horse Dam operation on the ecology of macrozoobenthos of the Flathead River. Report to the Montana Department of Fish, Wildlife and Parks. Open file report: 133-94. Flathead Lake Biological Station, University of Montana, Polson.

Cavigli, J. 2007. The Influence of Selective Withdrawal Operation at Hungry Horse Dam on the Benthos and Water Temperature of the South Fork Flathead and Main Stem Flathead Rivers. Report prepared for the Bonneville Power Administration. Hungry Horse Fisheries Mitigation. Montana Fish, Wildlife & Parks, Kalispell.

- Confirm field and laboratory methods, particularly methods for sample and sub sample sorting and enumeration, are comparable across the four study periods.
- Confirm taxonomic identification of laboratory analyses performed in Cavigli report and most recent FWP study and samples analyzed by the Western Aquatic Entomology, 2898 s. 515 W. Nibley, UT 84321. If discrepancies between the two labs are found in taxonomic identifications, investigate further through reference specimens where available.
- Perform comparative analyses of species sensitive to changes in water temperature regime pre- and post-thermal control, particularly Trichoptera in the family Hydropsychidae and other taxa where applicable upstream of and downstream of the South Fork confluence (zone of influence by selective withdrawal).
- Compare changes in food size particles suspended in water column as a result from epilimnetic releases from Hungry Horse Dam. Seston samples will be used to detect changes in size fractionations of food particles used by filter feeding macrozoobenthos.
- Explain possible causes of changes in the insect community that cannot be attributed to temperature control alone. Speculate on changes in the benthic macro invertebrate community due to reductions in interstitial space caused by recent proliferation of *D. geminata* ("didimo") stalked diatoms on the channel substrate.

- Project report and a summary manuscript suitable for inclusion in a journal publication, including all work necessary to complete figures and tables to be included in a final publication. The project report will directly compare the results of the current study with results conforming to methodologies used in the previous reports to allow direct comparisons. The summary chapter will synthesize changes in the insect community since selective withdrawal, temperature control began operation in 1996.
- Identify information needs and recommend further studies to address these concerns.

FWP Personnel Agree to Provide the Contractor:

- Provide the contractor with 95 insect and 30 seston samples from the current study. In addition, FWP will provide thermal data for water released from the dam and longitudinally at the respective sample sites if available.
- Perform necessary data entry and data management to provide electronic data bases for use by the contractor. Insect densities will be standardized as number per m², explicitly noting extrapolation from sub samples where applicable.
- Provide Cavigli 2007 report and associated raw data in electronic database format and obtain caddis distribution data in electronic database format for Dr. Richard Hauer's 1980 PhD dissertation on the Flathead River.

Hauer, F.R. 1980. Ecological studies of Trichoptera in the Flathead River, Montana. PhD Dissertation, North Texas State University, Denton, Texas.

Deliverables

Final products or reports on the disposition of each of the performance objectives are due in writing to FWP liaison on or before June 30, 2010.

Contractor shall warrant and represent that the bid submitted to Fish, Wildlife & Parks is true and accurate as of the date thereof and that the information therein is true. Moreover, the purchaser/disposer is not now involved in any litigation in the State of Montana and has not, nor is now, contemplating filing a petition in bankruptcy.

MINIMUM QUALIFICATIONS

- Laboratory methods and data analysis by Cavigli (2007) differs from Perry (1984) and Hauer et al. (1994), so his results could not be directly compared. The goal of this new study is to manage data to allow direct comparison of recent results with all three previous studies.
- The vendor must be able to verify insect identifications in samples collected from the Flathead River upstream of Flathead Lake. In particular, the vendor must have the ability to distinguish between similar species phenotypes in same genus. Taxonomic names may have changed since the previous reports, so the vendor must be able to reconcile insect names used in the previous reports.
- The vendor should have knowledge of possible changes to the insect community resulting from restoring naturalized flows and water temperatures in the Flathead River, after years (1952 to 1996) of hypolimnetic (cold water) releases from Hungry Horse Dam. The selective withdrawal temperature control device on Hungry Horse Dam changed the withdrawal depth from the reservoir, which in turn changed the amount of free nutrients, plankton and seston in the dam discharge. Also, dam discharge ramping rates (rate of flow change) have stabilized flows in the Flathead River since the earlier studies.
- The vendor must be familiar with possible shifts in the insect community due to these changes.
- Analysis requires knowledge of the longitudinal distribution and life history patterns of benthic taxa in the regulated and unregulated portions of the Flathead system. This requires a comparative analysis of discrete data sets collected over a 25 year period. The vendor must have knowledge of indices used to detect changes in the insect community and must be able to perform multivariate statistics (using independent variables: water temperature, river distance, season, flow regime and environmental factors). We are especially interested in insect taxa that are desirable fish food items and any detectable changes in abundance since selective withdrawal became operational.

3.1 PRICING SCHEDULE

Total Bid Price: \$_____

All prices are fixed for the duration of the contract and are not subject to escalation for any cause. Payment of the total fixed bid price shall constitute full payment for performance of the work and covers all costs of whatever nature incurred by contractor in accomplishing the work in accordance with the provisions of the contract.

Bid prices shall include any and all transportation costs.

IFB Checklist

Have you remembered to:

- Check our website for the latest addendum to the IFB
- Sign each "Acknowledgment of Addendum" if required
- Sign your bid on our cover sheet
- Mark your mailing envelope or box with the IFB number and the opening date under your return address
- Carefully review the "Standard Terms and Conditions"
- Carefully review all listed requirements to ensure compliance with the IFB
- Initial all bid/pricing changes you made
- Bid F.O.B. Destination (Ship To: Address) Freight Prepaid

APPENDIX A: CONTRACT

Flathead River Insect Study (INSERT CONTRACT NUMBER)

1. PARTIES

THIS CONTRACT is entered into by and between the State of Montana, Fish, Wildlife & Parks, (hereinafter referred to as "the State"), whose address and phone number are 490 North Meridian, Kalispell, Mt 59901, 406.751.4546 and (insert name of contractor), (hereinafter referred to as the "Contractor"), whose address and phone number are (insert address) and (insert phone number).

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

2.1 Contract Term. This contract shall take effect upon contract execution and terminate on June 30, 2010, unless terminated earlier in accordance with the terms of this contract. (Section 18-4-313, MCA)

3. SERVICES AND/OR SUPPLIES

Contractor agrees to provide to the State the following:

SCOPE OF WORK

Contractor Responsibilities:

- Communicate with Flathead Lake Biological Station to assist FWP to obtain data sets from Hauer et al 1994 and Perry 1984 for use in comparative analysis.
- As noted below in FWP responsibilities, FWP will perform data entry necessary to provide the Contractor with electronic databases. The Contractor will perform subsequent data management necessary for quality assurance and organization for computer analyses.

References:

Perry, S.A. 1984. Comparative ecology of benthic communities in natural and regulated areas of the Flathead and Kootenai Rivers, Montana. PhD Dissertation, North Texas State University, Denton, Texas.

Hauer, F.R., J.T. Gangemi, and J.A. Stanford. 1994. Long term influence of Hungry Horse Dam operation on the ecology of macrozoobenthos of the Flathead River. Report to the Montana Department of Fish, Wildlife and Parks. Open file report: 133-94. Flathead Lake Biological Station, University of Montana, Polson.

Cavigli, J. 2007. The Influence of Selective Withdrawal Operation at Hungry Horse Dam on the Benthos and Water Temperature of the South Fork Flathead and Main Stem Flathead Rivers. Report prepared for the Bonneville Power Administration. Hungry Horse Fisheries Mitigation. Montana Fish, Wildlife & Parks, Kalispell.

- Confirm field and laboratory methods, particularly methods for sample and subsample sorting and enumeration, are comparable across the four study periods.
- Confirm taxonomic identification of laboratory analyses performed in Cavigli report and most recent FWP study and samples analyzed by the Western Aquatic Entomology, 2898 s. 515 W. Nibley, UT 84321. If discrepancies between the two labs are found in taxonomic identifications, investigate further through reference specimens where available.
- Perform comparative analyses of species sensitive to changes in water temperature regime pre- and post-thermal control, particularly Trichoptera in the family Hydropsychidae and other taxa where applicable upstream of and downstream of the South Fork confluence (zone of influence by selective withdrawal).

- Compare changes in food size particles suspended in water column as a result from epilimnetic releases from Hungry Horse Dam. Seston samples will be used to detect changes in size fractionations of food particles used by filter feeding macrozoobenthos.
- Explain possible causes of changes in the insect community that cannot be attributed to temperature control alone. Speculate on changes in the benthic macro invertebrate community due to reductions in interstitial space caused by recent proliferation of *D. geminata* (“didimo”) stalked diatoms on the channel substrate.
- Project report and a summary manuscript suitable for inclusion in a journal publication, including all work necessary to complete figures and tables to be included in a final publication. The project report will directly compare the results of the current study with results conforming to methodologies used in the previous reports to allow direct comparisons. The summary chapter will synthesize changes in the insect community since selective withdrawal, temperature control began operation in 1996.
- Identify information needs and recommend further studies to address these concerns.

FWP Personnel Agree to Provide the Contractor:

- Provide the contractor with insect and seston results from the current study. In addition, FWP will provide thermal data from releases from dam and longitudinally at the respective sample sites if available.
- Perform necessary data entry and data management to provide electronic data bases for use by the contractor. Insect densities will be standardized as number per m², explicitly noting extrapolation from sub samples where applicable.
- Provide Cavigli 2007 report and associated raw data in electronic database format and obtain caddis distribution data in electronic database format for Dr. Richard Hauer’s 1980 PhD dissertation on the Flathead River.

Hauer, F.R. 1980. Ecological studies of Trichoptera in the Flathead River, Montana. PhD Dissertation, North Texas State University, Denton, Texas.

Deliverables

Final products or reports on the disposition of each of the performance objectives are due in writing to FWP liaison on or before June 30, 2010.

4. CONSIDERATION/PAYMENT

5.1 Payment Schedule. In consideration for the **(insert supplies or services)** to be provided, the State shall pay according to the following schedule: **(insert pay schedule)**.

5.2 Withholding of Payment. The State may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

5. ACCESS AND RETENTION OF RECORDS

5.1 Access to Records. The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Section 18-1-118, MCA)

5.2 Retention Period. The Contractor agrees to create and retain records supporting the **(insert services rendered or supplies provided)** for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation, or exception relating to this contract taken by the State of Montana or a third party.

6. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

The Contractor shall not assign, transfer, or subcontract any portion of this contract without the express written consent of the State. (Section 18-4-141, MCA) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such

subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

7. HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

8. REQUIRED INSURANCE

8.1 General Requirements. The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

8.2 Primary Insurance. The Contractor's insurance coverage shall be primary insurance with respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

8.3 Specific Requirements for Commercial General Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of **\$300,000** per occurrence and **\$600,000** aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products, and completed operations; premises owned, leased, occupied, or used.

8.4 Specific Requirements for Automobile Liability. The Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, hired, or borrowed by the Contractor.

8.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

8.6 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, has been received by the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. The Contractor must notify the State

immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

9. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, upon expiration.

10. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

11. CONTRACT TERMINATION

11.1 Termination for Cause. The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

11.2 Reduction of Funding. The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

12. LIAISON AND SERVICE OF NOTICES

All project management and coordination on behalf of the State shall be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed pursuant to this contract shall be coordinated between the State's liaison and the Contractor's liaison.

_____ will be the liaison for the State.

(Address):

(City, State, ZIP):

Telephone:

Cell Phone:

Fax:

E-mail:

_____ will be the liaison for the Contractor.

(Address):

(City, State, ZIP):

Telephone:

Cell Phone:

Fax:

E-mail:

The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to the liaison.

13. MEETINGS

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired; however, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

14. CONTRACTOR PERFORMANCE ASSESSMENTS

The State may do assessments of the Contractor's performance. This contract may be terminated for one or more poor performance assessments. Contractors will have the opportunity to respond to poor performance assessments. The State will make any final decision to terminate this contract based on the assessment and any related information, the Contractor's response and the severity of any negative performance assessment. The Contractor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

15. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the State terminates a project or this contract for cause, then the State will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said termination.

16. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See section 18-1-401, MCA.)

17. SCOPE, AMENDMENT, AND INTERPRETATION

17.1 Contract. This contract consists of **(insert number)** numbered pages, any Attachments as required, IFB # 100067, as amended and the Contractor's IFB response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

17.2 Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

18. **EXECUTION**

The parties through their authorized agents have executed this contract on the dates set out below.

Fish, Wildlife & Parks
PO Box 200701
Helena, MT 59620-0701

(INSERT CONTRACTOR'S NAME)
(Insert Address)
(Insert City, State, Zip)
FEDERAL ID #

BY: _____
(Name/Title)

BY: _____
(Name/Title)

(Signature)

(Signature)

DATE: _____

DATE: _____

Approved as to Legal Content:

Legal Counsel (Date)

: